Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

| 1. Name of Registrant  Crowell & Moring International, L.P.   | 2. Registration No. 3988  |
|---|---|
| 3. This amendment is filed to accomplish the following indicates  | cated purpose or purposes:  |
| ☐ To correct a deficiency in  | ☐ To give a 10-day notice of a change in information as required by Section 2(b) of the Act.  |
| ☐ Initial Statement   | e, botton 2(e) of the real  |
| ☐ Supplemental Statement for  | Other purpose (specify)   |
| To give notice of change in an exhibit previously filed.  | •   |
| 4. If this amendment requires the filing of a document or do "Amendment to Consulting Agreement" between Industry ("TAMI") which covered the periand new "Consulting Agreement" between I January 1, 1992 to February 29, 1992. | ocuments, please list- Revised Exh. B to include ween Registrant and Taiwan Assn. of Machinery Lod January 1, 1991 through December 31, 1991; Registrant and TAMI covering the period |

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. If more space is needed, full size insert sheets may be used.

CANDALAN 23 P4:39

The undersigned swear(s) or affirm(s) that he has (they have) read the information set forth in this amendment and that he is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his (their) knowledge and belief. Crowell & Moring International, L.P. by: Crowell & Moring International, Inc. as General Partner, by: Jayne A. Helmig as Secretary/Treasurer of Crowell & Moring (All copies of this amendment shall be signed and sworn to before a notary public or other person International, Inc. authorized to administer ouths by the agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions who are in the United States, if the registrum is an organization.) Subscribed and sworn to before me at 1001 Penn. Ave., NW, #1275, Washington this 23 day of March Jeanette A. Brown Notary Public, District of Columbia My commission expires Notally Product, Product 1. My Commission Expires Nov. 14, 1993

#### U.S. Department of Justice

Washington, DC 20530

Revised Exhibit B

To Registration Statement

OMB No. 1105-0007 Approval Expires Nov. 30, 1993

Under the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant

Crowell & Moring International, L.P.

Name of Foreign Principal

Taiwan Association of Machinery Industry

### Check Appropriate Boxes:

- 1.18 The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- 2.[1] There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 3.[1] The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Collect statistics relating to imports of machine tools:

 $\ddot{\omega}$ 

- <sub>'</sub>

į

| 5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the abo               | ve foreign principa |
|--|---------------------|
| Provide advice regarding the extension, termination, or modification machine tool voluntary restraint agreement (VRA). | of the Taiwa        |

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?1 Yes 🖾 No 🗀

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Work with government officials who are responsible for the machine tool issue to support positions consistent with TAMI's interests.

Date of Exhibit B 1. February 12, 1991

2. December 17, 1991 3. February 1992

Jayne A. Name and Title

Secretary/Treasurer Crowell & Moring Internationa

# C & M INTERNATIONAL LTD.

1001 PENNSYLVANIA AVENUE, N.W.

**SUITE 1275** 

WASHINGTON, D.C. 20004-2505

(202) 624-2895

CABLE: CROMOR FACSIMILE (RAPICOME 202-628-8116 W. U. I. HINTERNATIONALI 64344 W. U. (DOMESTIC) 89-2448

### CONSULTING AGREEMENT

C&M International Ltd. will advise the Taiwan Association of Machinery Industry (TAMI) regarding the extension, termination, or modification of the Taiwan machine tool voluntary restraint agreement (VRA). In this regard, C&M International will provide the following services:

#### Α. Monitoring

- (1) Collect statistics relating to imports of machine tools (for major suppliers, products, and shares of the U.S. market);
- (2) Collect information regarding the health of the U.S. machine tool industry (trends in orders, investment, employment, and other key variables);
- Follow trends in Japanese investment and production of machine tools in the United States;
- (4) Identify the key American end-users of Taiwanese machine tools and parts, and the importance of Taiwanese machine tools and parts to those end-users' competitiveness.

#### В. Strategy

- (1) Design and help implement a strategic plan for the elimination of the VRA on Taiwanese machine tools;
- (2) Work with third countries that buy Taiwanese and Japanese machine tool parts and kits and would be affected by an extension of the VRAs;
- (3) Work with government officials who are responsible for the machine tool issue to support positions consistent with TAMI's interests.

₽.

#### C. Reports to TAMI

0 7. C&M International will provide TAMI with monthly reports describing our activities, and, as appropriate, the activities of the U.S. machine tool industry, the Congress and the Administration regarding the machine tool VRAs.

If TAMI desires additional information, TAMI must so inform C&M International.

## D. Billing Procedure

- 1. Over the Contract Period (January 1, 1991 through December 31, 1991) C & M International shall bill TAMI monthly a fee of US\$4,000.00, plus normal disbursements for photocopying, postage, computerized research, travel, and long distance telephone charges. Normal reimbursable expenses shall not exceed US\$6,000 per year. Any special disbursements for (1) overseas travel between the U.S. and the ROC and (2) any single item of out-of-pocket expense in excess of US\$1,000 shall not be undertaken unless they are specifically approved in advance by TAMI. Expenses shall be separately itemized on the billing statement.
- 2. At the conclusion of the Contract Period, if the U.S. Government (1) does not enforce a voluntary export agreement on Taiwanese machine tools and (2) does not impose unilateral import restrictions on Taiwanese machine tools, TAMI shall pay C&M International the additional sum of US\$20,000.

## E. Termination

TAMI and C&M International Ltd. shall at all times have the unilateral right to terminate this agreement upon 30 calendar days prior written notice, provided that should TAMI terminate this agreement all fees (and disbursements made on its behalf) through the month of termination and together with the sum referred to in paragraph D.2 shall be paid within 60 calendar days of the effective date of termination.

C&M International Ltd.

Doral S. Cooper

President

Agreed:

K.C. Chuang Chairman, TAMI

#### AMENDMENT TO CONSULTING AGREEMENT

C & M International and the Taiwan Association of Machinery Industry agree to amend the Consulting Agreement for the calendar year 1991, nunc pro tunc, by deleting subparagraph "D.2" in its entirety, and by revising the caption to paragraph "D.1" to read "D."

In addition, paragraph "E", Termination, needs to be revised as follows:

### "E. Termination

TAMI and C&M International Ltd. shall at all times have the unilateral right to terminate this agreement upon 30 calendar days prior written notice, provided that should TAMI terminate this agreement, all fees (and disbursements made on its behalf) through the month of termination shall be paid within 60 calendar days of the effective date of termination."

C & M International

December 17, 1991

Doral S. Cooper

President

Agreed:

Chi Sheng Lu

Chairman, TAMI

December 18, 1991

## C & M INTERNATIONAL LTD.

1001 PENNSYLVANIA AVENUE, N.W.
SUITE 1275
WASHINGTON, D.C. 20004-2595
(202) 624-2895
FACSIMILE: (202) 628-5116

#### CONSULTING AGREEMENT

C&M International Ltd. will advise the Taiwan Association of Machinery Industry (TAMI) regarding the issue of machine tool trade between the United States and The Republic of China. In this regard, C&M International will provide the following services:

### A. Monitoring

- (1) Collect statistics relating to imports of machine tools (for major suppliers, products, and shares of the U.S. market);
- (2) Collect information regarding the health of the U.S. machine tool industry (trends in orders, investment, employment, and other key variables);
- (3) Follow trends in Japanese investment and production of machine tools in the United States;
- (4) Identify the key American end-users of Taiwanese machine tools and parts, and the importance of Taiwanese machine tools and parts to those end-users' competitiveness.

#### B. Strategy

- (1) Design and help implement a strategic plan for the phase out of the VRA on Taiwanese machine tools;
- (2) Work with third countries that buy Taiwanese and Japanese machine tool parts and kits and would be affected by the VRAs:
- (3) Work with government officials who are responsible for the machine tool issue to support positions consistent with TAMI's interests.

### C. Reports to TAMI

C&M International will provide TAMI with regular reports describing our activities, and as appropriate, the activities of the U.S. machine tool industry, the Congress and the Administration regarding the machine tool VRAs.

If TAMI desires additional information, TAMI must so inform C&M International.

### D. Billing Procedure

1. Over the Contract Period (January 1, 1992 through February 29, 1992) C&M International shall bill TAMI monthly a fee of US\$4,000.00, plus normal disbursements for photocopying, postage, computerized research, travel, and long distance telephone charges. Normal reimbursable expenses shall not exceed US\$6,000 per year. Any special disbursements for (1) overseas travel between the U.S. and the ROC and (2) any single item of out-of-pocket expense in excess of US\$1,000 shall not be undertaken unless they are specifically approved in advance by TAMI. Expenses shall be separately itemized on the billing statement.

### E. <u>Termination</u>

TAMI and C&M International Ltd. shall at all times have the unilateral right to terminate this agreement upon 30 calendar days prior written notice, provided that should TAMI terminate this agreement, all fees (and disbursements made on its behalf) through the month of termination shall be paid within 60 calendar days of the effective date of termination.

C&M International Ltd.

By: S Coope

President

Agreed:

Chi Sheng Lu Chairman, TAMI